

**Employment and Training Fund (ETF) Program  
RFP No. DLIR/WDD 2009-03: Solicitation for Green Projects**

**Service Specifications**

**I. Introduction**

**A. Overview, purpose or need**

Hawaii currently depends on imported fossil fuel, primarily oil, to meet over 90% of its energy needs, and its energy costs are amongst the highest in the Nation. The Lingle Administration attested to this and announced the Hawaii Clean Energy Initiative, an unprecedented and innovative partnership between the State of Hawaii and the U.S. Department of Energy which was entered into on January 28, 2008. The goal of this ambitious initiative is to use renewable resources – such as wind, sun, ocean, and geothermal – to supply 70 percent or more of Hawaii’s energy needs by 2030. Building on this momentum, a historic accord was also reached between the Department of Business, Economic Development, and Tourism (DBEDT), the State Consumer Advocate, and the Hawaiian Electric companies which includes a commitment to have 40 percent of electric power come from renewable sources by 2030.

In addition to being the world’s most isolated archipelago and oil-dependent state in America, Hawaii also produces large amounts of waste in ratio to its landmass; thus, waste from landfills and industrial areas are polluting Hawaii’s unique ecosystems. Environmental pollution can be reduced through waste elimination strategies such as upcycling also known as the *Cradle to Cradle* or C2C design initiated by Michael Braungart and colleagues at the Environmental Protection Encouragement Agency (EPEA), in which everything created can be broken down and thoroughly (100%) recycled for a new purpose; therefore, eliminating waste, saving funds and promoting sustainable efficiency.

The future sustainability of Hawaii’s precious ecosystems is clearly an issue at the forefront of our state not only because it has a significant effect on our economy, but also on the quality of life for all. To further assist environmental efforts put forth by the State of Hawaii, the Department of Labor & Industrial Relations (DLIR) has dedicated all available ETF macro grant monies for the year 2009 to the establishment of innovative “green” training projects where none currently exist in the State. For the purposes of this RFP, “green” training shall be defined as training that falls into one of the following

categories: renewable energy resources such as wind, water, or solar power, innovative energy conservation strategies, and pollution reduction through innovative waste elimination strategies.

**B. Planning activities conducted in preparation for this RFP**

A request for information (RFI) published on the State Procurement Notice website on June 19, 2009 to solicit input from the public on the planning process of this RFP. In addition, WDD participated in following meetings:

- Workshop to Assess Workforce Development and Training Needs in Energy Efficiency and Renewable Energy facilitated by the Workforce Development Council;
- Public Hearing to solicit public input on the planning and development process for use of state weatherization funds facilitated by the Office of Community Services;
- Discussions with the community colleges on Green Jobs Development.

**C. Description of the goals of the service**

The purpose of the Employment and Training Fund (ETF) Program is to assist employers and workers through innovative programs to include, but not limited to, business-specific training, upgrade training, new occupational skills, management skills, and support service to improve the long-term employability of Hawaii's people.

The goal of this solicitation is to initiate "green" training projects that develop an eco-friendly workforce in the State of Hawaii by addressing the skill challenges necessary to either alter the infrastructure of current workforce systems (eg. retrofitting) or aid in the establishment of new industries that rely on one or more of the following categories:

1. Renewable energy resources such as water, wind, or solar power; and/or,
2. Innovative energy conservation strategies; and/or,
3. Pollution reduction through innovative waste elimination strategies.

**D. Description of the target population to be served**

The Employment and Training Fund Program assists private sector employers and incumbent workers through grants awarded to employer groups, industry associations, or business consortia for the

development of innovative programs to include, but not limited to, business-specific training, upgrade training, new occupational skills, management skills, and support services to improve the long-term employability of Hawaii's people. In this competitive global economy, Hawaii's businesses are confronted by continuous change. Thus, private/public partnerships are essential in efforts to simultaneously address economic developments and workforce developments. By meeting critical private sector training needs and improving the workforce of Hawaii's people, we can better prepare for the challenges that lie ahead.

**E. Geographic coverage of service**

The service area is the State of Hawaii which includes: 1) City and County of Honolulu, 2) County of Hawaii, 3) County of Maui, and 4) County of Kauai. Applicant may provide services in one or more of the service areas mentioned above, however, only one proposal per applicant shall be considered by the DLIR for the evaluation process. If applicant submits multiple proposals only the most recent proposal submitted by the submittal deadline will be considered.

The applicant is responsible for identifying clearly the geographic areas that it proposes to serve. Preference shall be given to proposals that provide service in areas in which: 1) a demonstrated need for training in high demand occupations and industries where there are critical skill shortages is identified, and 2) training supports new, expanding, and diversified industries in Hawaii.

**F. Eligibility Requirements**

Employer groups or non-profit organizations (such as private sector business consortia or industry groups/associations) in partnership with training providers and/or governmental agencies are eligible to apply. All grant applications must specify a single recipient of program funds and have private sector employer input and approval.

**G. Probable funding amounts, source, and period of availability**

Up to four (4) grants, not to exceed \$100,000 per grant, will be awarded under this request for proposals (RFP). Every contract awarded shall be subject to the availability of ETF funds, and may be terminated without liability to the State.

In the event that additional federal or other funds become available, additional contracts may be awarded under this RFP based on funding availability.

The contract term will be for a maximum period of 12 months; which is subject to one no-cost extension upon mutual consent of the contracting organization and the DLIR, WDD.

## **II. General Requirements**

### **A. Specific qualifications or requirements**

1. Applicant and its subcontractor(s), if applicable, must be doing business in the State of Hawaii for at least one year and have at least one year's experience with the project or in the program area for which the request or proposal is being made.
2. Applicant shall not use ETF funds under this RFP for purposes of entertainment or perquisites.
3. Applicant currently shall not be debarred from receiving any federal, State, or county funds.
4. Applicant currently shall not be under investigation or litigation by any federal, State, or county agency.
5. Applicant shall not be delinquent on federal or State tax payments.
6. Applicant shall hold all licenses, certificates, permits and accreditations required under applicable federal, state, and county laws, ordinances, codes and rules to provide the training services being offered, including good business standing with the State Department of Commerce and Consumer Affairs, Business Registration Division.
7. Applicant shall comply with Hawaii Labor Law requirements of §3-122-112, Hawaii Administrative Rules.
8. Applicant, if selected, shall provide course syllabus(es) for curriculum developed as a result of this RFP which describes course objective, course content, duration, schedule, training site, price of tuition, and, if applicable, any prerequisites.
9. Applicant, if selected, shall meet requirements for the training facility, personnel, reporting, training, and other conditions specified in item III, Scope of Work, of this section.
10. Should federal funds become available through this RFP, Applicant shall meet additional state and federal requirements

applicable to the funding source in addition to those contained in this RFP.

**B. Preliminary requirements to be met before executing a state contract**

Applicants, if selected for an ETF award as a result of this RFP, will be asked to complete the following actions before a contract can be fully executed:

1. Furnish proof of compliance with the requirements of 103D-310(c) HRS which includes the following documentation requirements: a valid certified original “green stamped” copy of tax clearance (Form A-6) with both State and IRS approvals; Certificate of Compliance with DLIR, Section 3-122-112, H.A.R. (Form LIR#27); and Certificate of Good Standing issued by the DCCA. A Certificate of Vendor Compliance from Hawaii Compliance Express (<http://vendors.ehawaii.gov/hce/splash/welcome.html>) is a single certificate that will expedite your ability to furnish proof of compliance;
2. If any institution is used to provide training under this RFP, Applicant shall provide a copy showing evidence of the training institution’s accreditation, licensure, or exemption thereof as follows:
  - a. Post Secondary degree-granting schools shall be accredited by an accreditation body recognized by the U.S. Department of Education;
  - b. Professional or Vocation licensing schools shall be registered as a school with the appropriate board under the State Department of Commerce and Consumer Affairs; or
  - c. Private schools that do not meet criteria described in items 2a and 2b above shall be licensed by the State Department of Education (DOE), except as exempted by State statute (see Hawaii Administrative Rules §8-101-2 for a list of exemptions). If applicable, DOE licensure applications will be available at the scheduled RFP Orientation listed in Section 1, item IV, of this RFP.
3. Prepare a resolution from the governing board of the organization authorizing the executive officer to execute a contract with the Department of Labor and Industrial Relations, State of Hawaii. This is an official document that must be on company letterhead with corporate seal.

Signatures must be notarized signatures of project personnel who will be authorized to draw funds from the ETF grant.

4. Provide documentation of liability insurance policy, which provides coverage of at least \$1,000,000 for each occurrence, \$2,000,000 aggregate, which will be in effect for the duration of the proposed services; and
5. Participate in a pre-award survey conducted by an ETF fiscal officer and be determined to have the capacity to administer the grant effectively and to meet all State of Hawaii fiscal and administrative requirements;

C. **Secondary purchaser participation**  
(Refer to HAR Section 3-143-608)

After-the-fact secondary purchases will be allowed.  
Planned secondary purchases-None

D. **Multiple or alternate proposals**  
(Refer to HAR Section 3-143-605)

☐ Allowed ☒ Unallowed

E. **Single or multiple contracts to be awarded**  
(Refer to HAR Section 3-143-206)

☐ Single ☒ Multiple ☐ Single & Multiple

Up to four (4) grants, not to exceed \$100,000 per grant, will be awarded under this RFP. Additional grants may be awarded in the event that additional funds become available.

F. **Single or multi-term contracts to be awarded**  
(Refer to HAR Section 3-149-302)

☒ Single term (2 years or less) ☐ Multi-term (more than 2 years)

F. **Relationship between Parties**

Subcontracts

Applicants who meet the eligibility requirements set forth in item II, A, General Requirements of this Section may be allowed to subcontract its instructional duties or obligations under this RFP and

its awarded contract, if (i) the applicant obtains the prior written consent of the DLIR, WDD; (ii) the applicant assumes sole responsibility for the accuracy, completeness, and adequacy of the subcontractor's performance of the terms and conditions set forth in the RFP and its awarded contract; (iii) the applicant submits all of the required information demonstrating the subcontractor's qualifications and credentials as required in the RFP and its awarded contract; (iv) the applicant does not employ qualified instructors to teach the subject matter to be taught by the subcontractor; (v) the applicant assumes sole responsibility and liability for any claim or action by any person who has furnished labor or material to or on behalf of the vendor pursuant to this RFP and awarded contract; (vi) the applicant assumes sole responsibility and liability for any claim or action, brought by any person as a result of the subcontractor's actions or omissions under this RFP; and (vii) the applicant's subcontractor submits to the DLIR, WDD a tax clearance certificate from the Director of Taxation, State of Hawaii, showing that all taxes levied or accrued under State law have been paid.

Contract terms:

Initial term of contract: 1 year (12 months)

Length of each extension: 1 year subject to the availability of funds, satisfactory service delivery, and sufficient justification for the extension is provided

Number of possible extensions: 1

Maximum length of contract: 2 years (24 months)

The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

Conditions for extension: Provider must submit their request for extension in writing in the form of a subsequent proposal to extend services. A supplemental agreement must be executed prior to the original contract expiration in order to be valid.

**G. RFP contact person**

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider(s). Written questions should be submitted to the RFP contact person and received by the date and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Point of Contact: Tricia Malloy, Program Specialist

Phone Number: (808) 586-8818

E-mail: [tmalloy@dlir.state.hi.us](mailto:tmalloy@dlir.state.hi.us)

### III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

- A. **Service Activities**  
(Minimum and/or mandatory tasks and responsibilities)

#### **PROGRAM DESIGN**

Applicant has the flexibility to design their programs but must address the following project guidelines:

1. **The project must include “green” training** which for the purposes of this RFP, shall be defined as training that falls into one of the following categories:
  - a. Renewable energy resources such as water, wind, or solar power; and/or,
  - b. Innovative energy conservation strategies; and/or,
  - c. Pollution reduction through innovative waste elimination strategies. Within this category, priorities will be given to projects that utilize a C2C design<sup>1</sup>.
2. **The project should aggregate a community training need.** After a need for “green” training is identified in the community, applicants should identify businesses with similar needs and invite them to participate in project development and benefits.
3. **The project should have sufficient justification.** Applicants should show how the proposed training will address a critical business concern. Demand for the proposed training should also be evident.
4. **The project should not duplicate or supplant existing community training initiatives.** Proposed training should be non-existent, unavailable in the region (e.g., available on Oahu but not Maui), or inadequate (available, but justifiably does not fit need).
5. **The project should be consistent with the long-term goals of the businesses involved.** Proposed training should have a long-term impact on companies and demonstrate how training is consistent with their long-term goals.

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<sup>1</sup> C2C or Cradle to Cradle design is a model which was initiated by Michael Braungart and colleagues at the Environmental Protection Encouragement Agency (EPEA), in which everything created can be broken down and thoroughly (100%) recycled for a new purpose; therefore, eliminating waste, saving funds and promoting sustainable efficiency.



6. **The project should become self-sufficient.** ETF will provide seed money for initial costs (e.g., curriculum development) which would otherwise prohibit creation of the initiative. The proposal should include a plan to continue training after ETF funds end.
7. **The project must have at least 50% dollar or in-kind support.** Partners must commit at least 50 percent of the assistance in dollar and/or in-kind contributions (e.g., administrative oversight time, training facilities).
8. **The project must include a detailed, line item budget.** Each cost must be itemized (e.g., contractual services, supplies, mileage) and justified in detail.
9. **The project should have clearly defined specific objectives and measurable outcomes.** These objectives and outcomes shall be particularly measured by their impact on environmental sustainability (eg. reducing the size of the organization's carbon footprint<sup>2</sup>) due to workforce development in one or more of the following categories:
  - a. Renewable energy resources such as water, wind, or solar; and/or,
  - b. Innovative energy conservation strategies; and/or,
  - c. Pollution reduction through innovative waste elimination strategies.
9. **The project should also address the following:**
  - Types of training (upgrade, retraining, new skills, capacity building),
  - Number of employees to be trained,
  - Length of training (up to one year), and
  - Qualified training providers.

## **PRIORITIES**

ETF priorities are:

- Services to small businesses,
- Training in high demand occupations and industries where there are critical skill shortages,

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<sup>2</sup> A Carbon Footprint is defined as “the total set of GHG (greenhouse gas) emissions caused directly and indirectly by an organization, event, or product”. An [organization](#)'s carbon footprint is measured by undertaking a GHG emissions assessment. Once the size of a carbon footprint is known, a strategy can be devised to reduce it.

- Projects that are designed to be self-sustaining, thereby making education and training an integral part of organizations' mission, and
- Training that supports new, expanding, and diversified industries in Hawaii.

### **Contract Conditions and Requirements**

By signing the contract, the applicant agrees to comply with the conditions and requirements listed below. Failure to comply will result in prohibition from applying for an ETF grant for five years from termination date (Section 383-138 of the Hawaii Revised Statutes). A copy of Chapter 383, Sections 128 and 129, Hawaii Revised Statutes, and Title 12, Subtitle 2, Chapter 6 of Hawaii Administrative Rules, which authorize and govern ETF, will be provided upon request. Contractors must:

- comply with all applicable federal, county, and state laws;
- allow the Director, legislative bodies, and legislative auditor full access to records, reports, files, and other related documents;
- avoid conflict of interests;
- maintain program and management information;
- maintain fiscal records in accordance with accepted accounting practices;
- provide program progress, final, and follow-up reports; and
- comply with any other requirement the Director may prescribe.

### **B. Management Requirements (Minimum and/or mandatory requirements)**

If selected for an ETF award, the applicant must comply with the following:

#### **1. Personnel**

- a. Applicant shall have written position descriptions, requirements and qualifications, policies and procedures to ensure that all personnel and/or subcontractors are fully qualified to engage in activities and perform the work requested under this RFP.
- b. Applicant shall ensure that only personnel or subcontractors who possess at least one (1) year full-time experience in teaching or who are certified or have a degree in the subject area being taught are used as instructors. Applicant, if selected, is required to send resumes to WDD of any

instructor that is hired or subcontracted after the execution of the contract.

- c. Applicant shall be responsible for having qualified fiscal staff and other administrative staff to properly account for all funds received and to insure the training is being provided in a proper and satisfactory manner and in compliance with all requirements of the contract awarded.

## **2. Administrative**

Applicant shall apply commonly acceptable accounting procedures, standards, and practices which are acceptable to the DLIR and shall maintain written policies and procedures for all services provided under this RFP, including but not limited to: personnel standards, operating procedures, attendance roster and sign-in sheets, record-keeping, data gathering, reporting, financial administration, quality assurance, monitoring and evaluation.

Applicant shall prepare a resolution from the governing board of the organization authorizing the executive officer to execute a contract with the Department of Labor and Industrial Relations, State of Hawaii. This is an official document that must be on company letterhead with corporate seal. Signatures must be notarized signatures of project personnel who will be authorized to draw funds from the ETF grant.

As a condition of the contract, Applicant shall be required to participate in pre and post-award surveys to be conducted by the DLIR to demonstrate that it has the necessary accounting and financial management systems in place. All books, records, and documents shall be subject to reviews or audits by the State.

Under the ETF Agreement, *General Conditions, Section 26, Ownership Rights and Copyright*, any equipment purchased with ETF funds becomes the property of the State of Hawaii after the termination date of the Agreement. Any curricular material or computer software developed by the project is also the property of the State and cannot be copyrighted. If the project continues and its performance is satisfactory, it is usually in the best interest of the State to permit continued use of the equipment and curricular materials for training purposes.

## **3. Quality assurance and evaluation specifications**

- a. Monitoring

The DLIR reserves the right to review and monitor any services or expenditures of funds available as a result of this RFP.

Applicant shall be responsible for the following:

- Recording all cash and/or in-kind contributions made by supporting partners and/or employers;
- Overall compliance with contract terms;
- High quality of training; and
- Sound administrative practices.

b. Evaluation

Applicant, shall have each trainee complete a written course evaluation of the instructor as well as the course content and delivery immediately after the completion of a course in a format to be designated by the State and keep these evaluations on file for the DLIR upon request.

**4. Output and performance/outcome measurements**

Applicant shall set forth clearly defined specific objectives and measureable outcomes that are:

- Realistic and achievable
- Measureable and results-oriented
- Related to the stated problem/need
- Demonstrates the ability to be self-supporting after ETF funding ceases.
- Extends services to as many employers and workers as possible

Applicant shall also provide bi-monthly program progress reports (see Item 7B), a final report, and any follow-up reports that may be required.

**5. Experience**

Applicant shall provide evidence of agency, subcontractor, and/or instructor's experience working in the subject area for which services are being performed under this RFP. Applicant must meet the following standards:

- be licensed and accredited, as applicable, under the laws of the state;
- have at least one year's experience with the project in the program area for which the request or proposal is being made, except that the director may grant an exception where the project or program area deals with new industry training;
- be, employ, or have under contract persons who are qualified to engage in the program or activity to be funded by the state; and
- demonstrate financial soundness;

## **6. Coordination of services**

Applicant shall coordinate with the business community and/or other agencies and resources in the field for which training services are being provided to ensure that services provided meet the needs of the businesses being served.

Projects should **document** the need and labor demand for the training offered and the interest of the target population in enrolling in such training. Interest shall be documented by surveys or letters of support from employers verifying the need for training.

## **7. Reporting requirements for program and fiscal data**

- a. Applicant shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to its performance under this Agreement. All records related to this Agreement shall be retained for at least three (3) years from the date of final payment under the Agreement as provided in paragraph 2.3 and 3.2 of the General Conditions (See Section 5).
- b. In order that STATE may monitor agreement compliance, Applicant shall submit to STATE written:
  - i. Monthly fiscal reports within seven (7) calendar days of the last day of a month during the term of the Agreement. The fiscal reports shall detail Applicant's usage of compensation paid to it pursuant to this Agreement and outline the expenditures incurred. Applicant shall certify the fiscal reports as to accuracy. Applicant shall be responsible for obtaining detailed fiscal reports, along with

supporting documents and receipts, from any assignee or subcontractor paid under this Agreement in a format determined by STATE; and

- ii. Bi-monthly program progress reports within fourteen (14) calendar days after the end of the previous reporting period. The program progress reports shall include the following:
  - Status/Update information including, but not limited to: 1) period covered; 2) accomplishments relating to training objectives; 3) major activities and events; 4) problems and resolutions; and 5) recommendations;
  - Trainee's evaluations will be accessible to STATE for review upon request;
  - Trainee information will be accessible to STATE for review upon request. Information should include: 1) number of trainees; 2) their names; 3) their job titles; 4) their employers' name; 5) business telephone numbers and/or addresses; and 6) if available, approximate size of employers' business;
- c. Reporting Penalty: If Applicant fails to file the written fiscal reports, the program progress reports, or both on or before the required dates or files incomplete or unacceptable written fiscal reports, program progress reports, or both, STATE may withhold payments to Vendor until such time as the reports are acceptable and filed with STATE.
- d. In addition to the fiscal and program reports, Applicant shall submit additional written reports that STATE may from time to time require upon request. These reports shall be sent to STATE care of the following address: Program Coordinator, Employment and Training Fund, Workforce Development Division, Department of Labor and Industrial Relations, 830 Punchbowl Street, #329, Honolulu, Hawaii 96813-5045.
- e. At the request of STATE, Applicant shall make available program records, delivery records, fiscal records, and any other information relating to the Agreement.
- f. Final Report: Applicant shall submit a Final Report to STATE within 60 days upon the completion of this Agreement (see section 5). Items to be covered in the Final Report include, if

applicable, all information required in the program progress reports (see section 5) and the following:

- i. List of inventory/equipment purchased in accordance with this Agreement (see section 5);
- ii. Final accounting of all amounts received and expenditures in accordance with this Agreement (see section 5).

#### **C. Facilities**

Applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable and special equipment that may be required for the services.

Potential training facility sites used under this RFP must be identified by the applicant prior to the contract award. After the contract award, any additional sites not listed in the award must first have prior written approval by the DLIR.

### **IV. COMPENSATION AND METHOD OF PAYMENT**

#### **Cost Reimbursement**

The cost reimbursement pricing structure reflects a purchase arrangement in which the purchasing agency pays the provider for budgeted agreed-upon costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation.

ETF will not fund the salaries or wages of trainees nor will it provide moneys for meals, refreshments, or transportation. Administrative costs associated with the project will not be funded beyond 10 percent of the total ETF award. Reimbursement shall be the preferred method of payment.

Payments may be made on a monthly basis upon receipt of a completed request for payment in the form of an ETF Expenditure and Cash Request Report (ECRR), along with acceptable supporting documents and receipts due within seven (7) calendar days of the last day of a month during the term of the Agreement and under what conditions.